

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

LEGAL AD DATE: MAY 15, 1997

INVITATION FOR BIDS

NO. IFB-97-213-O

SEALED BIDS

FOR

CLEANING AND MAINTENANCE OF PARKING FACILITIES

ON OAHU

will be received up to and opened at 2:00 p.m.

on

June 03, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Mr.
Marc Yamamoto, telephone (808) 586-0569, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

WAGE CERTIFICATE

(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

The following bid is hereby submitted:

CLEANING SERVICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT BID PRICE</u>		<u>NO. OF MONTHS</u>	<u>NO. OF SERVICES</u>	<u>TOTAL BID PRICE</u>
1.	<u>State Capitol Basement (Lot S)</u>					
	General Cleaning	\$_____	X	12	--	\$_____
	Degreasing	\$_____	X	--	4	\$_____
2.	<u>Multi-Deck Structure (Lot P)</u>					
	General Cleaning	\$_____	X	12	--	\$_____
	Degreasing	\$_____	X	--	4	\$_____
3.	<u>Kalanimoku Building Basement</u>					
	General Cleaning	\$_____	X	12	--	\$_____
	Degreasing	\$_____	X	--	4	\$_____
	Spider Web Cleaning	\$_____	X	--	4	\$_____
4.	<u>Kauikeaouli Hale District Court Building Basement (Lot T)</u>					
	General Cleaning	\$_____	X	12	--	\$_____
	Degreasing	\$_____	X	--	4	\$_____
5.	<u>Kaahumanu Hale Circuit Court Building) Basement (Lot J)</u>					
	General Cleaning	\$_____	X	12	--	\$_____
	Degreasing	\$_____	X	--	4	\$_____
6.	<u>Vineyard Street Garage (Lot V)</u>					
	General Cleaning	\$_____	X	12	--	\$_____
	Degreasing	\$_____	X	--	4	\$_____

OFFEROR_____

The following bid is hereby submitted:

CLEANING SERVICES

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT BID PRICE</u>		<u>NO. OF MONTHS</u>	<u>NO. OF SERVICES</u>	<u>TOTAL BID PRICE</u>
7.	<u>South Street Garage (Lot R)</u>					
	General Cleaning	\$_____	X	12	--	\$_____
	Degreasing	\$_____	X	--	4	\$_____
8.	<u>Makai Garage (Lot A)</u>					
	General Cleaning	\$_____	X	12	--	\$_____
	Degreasing	\$_____	X	--	4	\$_____
9.	<u>Leiopapa A Kamehameha State Office Tower (Lot I)</u>					
	General Cleaning	\$_____	X	12	--	\$_____
	Degreasing	\$_____	X	--	4	\$_____
10.	<u>Alii Place (Lot N) B1, B2 General Cleaning</u>	\$_____	X	12	--	\$_____
	7th General Cleaning	\$_____	X	12	--	\$_____
	B1,B2 7th Degreasing	\$_____	X	--	4	\$_____
	B1,B2 Spider Web Cleaning	\$_____	X	--	4	\$_____
11.	<u>AAFES (Lot WA) 919 Ala Moana</u>					
	General Cleaning	\$_____	X	12	--	\$_____
SUB-TOTAL: CLEANING, DEGREASING, & SPIDERWEB CLEANING:\$_____						

MAINTENANCE AND REPAIR SERVICES

12. Hourly Bid Price \$_____ X 500 hours \$_____

OFFEROR_____

Are services to be rendered by company employees similar to or equal to public officers and employees listed in the attached classification description?

Yes_____ No_____

If so, percentage of unit bid price for general maintenance services that represents labor costs: _____%

Percentage of unit bid price for degreasing that represents labor costs: _____%

TOTAL SUM BID PRICE FOR COMPARISON OF BIDS \$_____

Bidder shall submit the following information:

1. Insurance coverage as required is carried by:

Commercial General Liability: _____

Hawaii No-Fault Automobile Insurance: _____

2. Office Address:

Contact Person:_____ Telephone:_____

3. Listed below as reference are the names and addresses of three agencies or firms to whom the bidder has provided or is currently providing maintenance services as specified herein:

<u>Agency or Firm</u>	<u>Address</u>	<u>Contact Person</u>
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1. _____

2. _____

3. _____

4. Bidder shall list equipment to be used in performing services specified:

OFFEROR_____

SPECIFICATIONS

SCOPE OF WORK

Contractor shall furnish all labor, materials, equipment, supplies and supervision to provide maintenance services as specified at the eleven (11) following locations in the Downtown Civic Center on the island of Oahu, as shown on Exhibit A:

1. State Capitol Basement (Lot S)
Honolulu, Hawaii
2. Multi-Deck Structure (Lot P)
869-A Punchbowl Street
3. Kalanimoku Building Basement (Lot G)
1151 Punchbowl Street
4. Kauikeaouli Hale (District Court Building)
Basement (Lot T)
1111 Alakea Street
5. Kaahumanu Hale (Circuit Court Building)
Basement (Lot J)
777 Punchbowl Street
6. Vineyard Street Garage (Lot V)
1418 Punchbowl Street
7. South Street Garage (Lot R)
564 Pohukaina Street
8. Makai Garage (Lot A)
350 Halekauwila Street
9. Leiopapa A Kamehameha, State Office Towers (Lot I)
235 South Beretania Street
10. Alii Place, Levels B1, B2, 7th only (Lot N)
1099 Alakea Street (7th floor shall be cleaned
every other week)
11. Old AAFES Building (Lot WA)
919 Ala Moana

DESCRIPTION OF WORK

A set of blueprints outlining areas of maintenance may be inspected at the Automotive Management Division located in the Multi-Deck Parking Structure, 869-A Punchbowl Street, Honolulu.

1. GENERAL CLEANING SERVICES

Once a week, all parking surfaces (except the 7th floor of Alii Place) including driveways, stairways, and ramps shall be cleaned by motor sweeper, vacuum, or by other approved methods to remove dust, dirt, and debris as necessary. The 7th floor of Alii Place shall be cleaned every other week. Designated sidewalks, meter islands, stairways, handrails, elevator cars and doors (inner and outer doors cleaned and polished), and landings shall be cleaned.

Rubbish containers shall be emptied and lined with plastic bags provided by Contractor. Cigarette butt cans shall be cleaned and emptied. Dust, dirt and/or soot which accumulate on the gate control boxes at designated parking lots shall be cleaned and wiped down with a damp cloth. Contractor shall take precautions to ensure the mechanism within the boxes are not damaged during cleaning.

Special attention must be given to weekly removal of accumulated debris in trench traps on ramps at each applicable parking location. To prevent flooding, trench traps at below street level parking facilities will be given special priority.

2. DEGREASING SERVICES

Once every three months, parking surfaces (including driveways and ramps) of each parking facility shall be completely degreased. Additional degreasing may be requested via change order and billed separately and at the same bid price. Grease and oil deposited by vehicles shall be removed; soot and dust accumulated on walls and ledges shall also be cleaned. Due to EPA requirements, the Contractor shall be required to use "Safe Step" cleaning compound or a comparable cleaning agent. Any bidder proposing to use a comparable cleaning agent shall submit the proposed product to the State prior to submitting his bid. The State shall be the sole judge as to the acceptability of alternate products.

Special Instructions - Multi-Deck Structure (Lot P)

Each quarter, all levels of the Multi-Deck Structure will be completely cleaned as specified above. Eighty to ninety motor pool cars are parked overnight on the lower floors of the building and will hinder the complete degreasing job. Therefore, the Contractor will be required to schedule the upper floors to be degreased on the first scheduled day; and on the second day, the Motor Pool Supervisor will arrange to have the cars parked on the upper floors to allow degreasing of the lower floors. Contractor must give advance notice in order that these parking arrangements can be made.

During the twelve-month period of the contract and any extension periods, Contractor shall degrease once during each of the following months or as directed or adjusted by the Officer-in-Charge: September, December, March and June.

3. SPIDER WEB CLEANING SERVICES

Once every three (3) months, contractor shall clean spider webs from the ceiling areas, including light fixtures and sprinkler pipes of designated parking garages. Cleaning shall be accomplished by dry brushing, blowing and vacuuming, and no wet spraying will be allowed. Chemical treatment or other insect control methods shall not be used without the approval of the Officer-in-Charge.

4. GENERAL MAINTENANCE SERVICES

Contractor shall provide additional general maintenance and repair services for the parking facilities in conjunction with his cleaning services. Typical tasks include, but are not limited to the following items of work:

- Removing, replacing and installing signs
- Removing, relocating and installing meter and sign posts, traffic delineators, speed bumps, wheel stops and precast curbs.
- Removing and restriping parking lot lines and traffic markings, repainting curbs, removal and/or touch-up painting of graffiti.
- Cleaning light fixtures and replacing lamps and bulbs.
- Removal of weeds, roots, and herbicide treatment of plant growth in parking surfaces.
- Patching of potholes and minor concrete repairs and scarifying.
- Maintenance and repair of floor drains, gutters, downspouts and sump pits.
- Removal and disposal of large debris, cleaning and disinfecting of urine and fecal matter from parking facilities.

Payment for extra maintenance or repair work authorized by the State and performed by the Contractor shall be paid by separate purchase order in accordance with the hourly bid price and terms of this contract.

Contractor shall compute his labor charges based on the amount of time spent on the job multiplied by his hourly bid rate. All authorized maintenance and repair work shall be subject to inspection and approval by the State, and the Contractor shall justify the number of personnel and skill level of the labor hours expended. Contractor is responsible for all costs of labor, tools, overhead, insurance, taxes, profit, and incidentals in his hourly bid rate, and no additional costs except for materials or special equipment rental will be allowed.

The cost of parts or materials expended by the contractor in the performance of authorized maintenance or repair work shall be reimbursed by the State. Contractor shall substantiate his costs by submitting copies of his purchase invoices for reimbursement at cost plus 20 percent for overhead, profit, taxes and incidental expenses.

4. GENERAL MAINTENANCE SERVICES (continued)

If any machinery or special equipment (scaffold, etc.) other than small tools are required for authorized repair or maintenance tasks, the Contractor will be reimbursed for the invoiced rental costs, plus 20 percent for overhead, profit, taxes and incidental expenses. Prior approval from the State shall be obtained for rental of special equipment or machinery.

When the maintenance or repair work becomes extensive (exceeding \$1,000 estimate by the State), the State reserves the right to solicit competitive bids for the work; however, this does not preclude the Contractor from submitting a bid for the work.

For bidding purposes, it is estimated that there will be about 500 manhours of extra maintenance and repair work during a one year period. No guarantee on the exact amount of extra work provided by the State is intended or implied. The State reserves the right to request more or less extra repair and maintenance services at the Contractor's hourly bid rate quoted.

INSPECTION AND WORK PERFORMANCE

The Officer-in-Charge shall conduct periodic inspections of the project to ascertain that the work performance and materials are in accordance with the requirements and intentions of the specifications and special provisions. Contractor shall provide all supervision and shall perform all work in a professional and acceptable manner.

Contractor shall report any damage to items or to building structures to the Officer-in-Charge. The cost of repairs for damages caused by the Contractor shall be the responsibility of the Contractor. The State may elect to repair such damages and charge the cost to the Contractor.

SAFETY DEVICES

The Contractor shall be required to put up safety devices such as barricades, cones, barriers, etc. as required to protect the occupants and the general public from any unsafe conditions during the performance of work.

ADVANCE WORK SCHEDULE

Prior to commencement date, the Contractor shall submit for the approval of the Officer-in-Charge a time schedule for maintenance work so that after-hours personnel can be informed.

Hours of designated days for services shall be at the convenience of the Contractor, however, it is understood that such work time shall be performed after personnel have vacated the premises on weekdays, preferably between 9:00 P.M. and 4:00 A.M., or at all hours on Saturday, Sundays, and holidays.

Exception is requested for the State Capitol Basement during legislative sessions. January through May or during any special session, a special work schedule shall be arranged with the Officer-in-Charge.

SPECIAL PROVISIONS

SCOPE

The furnishing of services to clean and maintain various parking facilities on Oahu shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii.

OFFICER-IN-CHARGE

For the purpose of this contract, Mr. Harold Sonomura, Automotive Services Administrator, or his duly appointed representative is designated the Officer-in-Charge. He may be contacted at telephone 586-0343.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing maintenance services for a twelve (12) month period beginning July 1, 1997 through June 30, 1998.

Unless terminated, the contract shall be extended for not more than two (2) additional twelve-month periods or any portion thereof, without the necessity of rebidding, upon mutual agreement in writing, at least sixty (60) days prior to expiration, provided the contract price for each extended period shall remain the same or lower than the initial bid price, except as provided for in the event of wage increases to public employees doing similar work under Special Provisions titled "Contract Price Adjustment". The Contractor or the State may terminate the extended contract at any time upon sixty (60) days prior written notice.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1 is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Pre-bid Examination of Project. Prospective bidders will be given an opportunity to inspect the premises so as to thoroughly familiarize themselves with existing conditions, rules and regulations and the amount and nature of work to be performed.

WITH THE EXCEPTION OF THE CURRENT INCUMBENT CONTRACTOR, ATTENDANCE SHALL BE MANDATORY. Prospective bidders failing to attend the prebidding examination shall be disqualified from bidding. No additional compensation will be made by reason of any misunderstanding or error regarding existing conditions at the service areas or the amount and kind of services to be performed.

Bidders shall contact Mr. Nelson Young at 586-0352 to schedule a site inspection. It shall be the responsibility of the bidder to be sure his attendance is recorded (company name and name of company representative) by the Officer-in-Charge. The State will not accept a bid from a bidder (except for the incumbent Contractor) that does not attend the required premises inspection tour.

Submission of bid shall be evidence that the bidder understands the scope of the project and shall comply with these specifications if awarded the contract.

Bid Quotation. Bid prices per month shall include all applicable taxes and any other expenses incurred to provide services specified. Bid price shall be applicable to additional service as requested. Bidder shall indicate on the offer form the percentage of his bid price that represents labor costs.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Offer Guaranty. Offer guaranty (bid deposit) is not required for this bid solicitation.

Insurance. Bidder shall provide insurance information as requested on offer page 4.

Reference. Bidder will list companies or government agencies to whom similar services was or is being provided in the space(s) provided on offer page 4. The State reserves the right to contact the references provided.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Section 2.8 of the General Terms and Conditions. Bidder shall complete and submit the attached wage certification by which the bidder certifies that the services required will be performed pursuant to Section 103-55, HRS. To assist the bidder in determining whether the work his employees are to perform under this contract is similar to that

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS (continued)

performed by public employees, attached are class specifications for Janitor I (BC01) and General Laborer I (BC02) and Building Maintenance Worker I (BC09) positions.

Bidders are advised that Section 103-55, HRS, provides that the services specified herein shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that for the initial contract period July 1, 1997 to June 30, 1998, the State will not allow the Contractor to increase the contract price since the wages to be paid to State employees during this period are known as follows:

Janitor I	BC01	\$ 9.14 per hour
General Laborer I	BC02	\$ 9.69 per hour
Building Maintenance Worker I	BC09	\$12.94 per hour

If the wage rate of the State positions is increased effective July 1, or at any time thereafter AND if the Contractor has indicated that his employees perform services similar to or equal to public employees, then the Contractor can apply for increase in contract price based on the percentage wage increase granted to the State employees. Request shall be made in writing to the Procurement Officer and Contractor shall document to the Officer's satisfaction that he has paid his employees wages not less than that paid to public employees doing similar work during the period of the contract prior to the request.

Contractor shall be obliged to notify his employees performing work under this contract of the provisions of Section 103-55, HRS, and the current wage rate for public employees performing similar work. The Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or the Contractor may include such notice with each paycheck or pay envelope furnished to the employees.

METHOD OF AWARD

Award, if any, will be to the responsible and responsive bidder submitting the lowest Total Sum Bid. Bidder must bid on all items to qualify for award.

If the total bid of the qualified low bidder exceeds the allotted funds, the State has the option to shorten the contract period, or decrease the number of periodic services required to allow award to be made within the allotted funds.

Prior to awarding contract, the State shall require certification of the following insurance coverage, if applicable:

- Worker's Compensation
- Temporary Disability
- Unemployment Insurance
- Prepaid Health Care

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty (60) day period as provided for in the General Terms and Conditions

CONTRACT EXECUTION

Successful bidder shall be required to enter into a formal written contract. Contract security shall not be required for this contract.

No work to be undertaken by the Contractor prior to the commencement date specified herein. The State of Hawaii is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

If the option to extend for each additional twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract for each extension period. The Contractor or the State may terminate the extended contract upon sixty (60) days written notice.

LIABILITY INSURANCE

Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limits(s) and coverage(s):

<u>Coverage</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$300,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

CONTRACT PRICE ADJUSTMENT

At the release of this bid solicitation, only the current wage of public employees performing similar work is known. Should their wage increase during any period of the contract, including supplements, the Contractor may request for increase in contract price. The increase requested must result in increase in wages to the Contractor's employees performing the work herein, including any increase in costs for benefits required by law that are automatically increased as a result of increased wage, such as federal old age benefit, workers compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The Contractor's request for increase must meet the following criteria:

1. At the time of a request, Contractor must provide documentation to show that is in compliance with Section 103-55, H.R.S., i.e., its employees are being paid no less than the known wage of the public position listed herein. Documentation shall include the employees payroll records and a statement that the employees are being utilized for this contract.
2. At the time of bidding, the Contractor must have specified on the appropriate OFFER FORM page the percentage of the unit bid price that represents labor costs. If the Contractor failed to specify the percentage, the Contractor's request for increase will not be considered.
3. These price adjustments shall only be considered at the time of contract extension(s). If the option to extend the contract is exercised, the Contractor shall be notified of any wage increase to State employees doing similar work.

However, if the contract is in excess of \$2,000 and the option to extend the contract is exercised, the Contractor shall provide the State Procurement Office with documentation of DLIR's published wage schedule.

4. If wage increase occurs during the contract but prior to an extension period, price adjustment may be retroactively applied to the effective date of the State's increase, provided Contractor's payroll documentation reflects an hourly rate less than the increased hourly rate being paid to State employees doing similar work.

Should the retroactive price adjustment be approved, Contractor shall provide follow-up documentation that the corresponding retroactive payments were made to the employees assigned to this contract.

5. For this contract, the method by which the Bid Price/Service/Site adjustment shall be calculated is as follows:

(1) Bid Price/Service/Site = (BPS) for example = \$500.00

(2) % of Bid Price/Service/ = (%LC) = 70%
Site that is Labor Cost

(3) \$ of Bid Price/Service/ = (BPS) x (%LC) = (\$LC), or
Site that is Labor Cost \$500 x .70 = \$350
and affected by %
increase

(4) % Wage Increase = (%WI) for example = 5%

(5) \$ Bid Price Adjustment = (\$LC) x (%WI) = (\$BPA), or
\$350 x .05 = \$17.50

(6) Adj'd Bid Price/ = (BPS) + (\$BPA) = (ABP), or
Service/Site \$500 + \$17.50 = \$517.50

6. If allowable fringe benefits are also requested, then the following method of calculation shall be applied:

(7) % Total for Allowable = (%FB) for example = 18%
Fringe Benefits

(8) \$Bid Price Adjustment = (\$BPA) for example = \$17.50

(9) \$ Adjustment for = (\$BPA) x (%FB) = (\$AFB) or
Allowable \$17.50 x .18 = \$3.15
Fringe Benefits

(10) Adj'd Bid Price/ = (ABP) + (\$AFB) = (ABPFB), or
Service/Site w/ \$517.50 + 3.15 = \$520.65
Fringe Benefits

MONTHLY REPORT AND INVOICE

The Contractor shall submit a monthly statement with his invoice certifying the date of performance of all work described in the Specifications. Original and three copies of the invoices shall be submitted to:

Department of Accounting and General Services
Automotive Management Division
P.O. Box 119
Honolulu, Hawaii 96810-0119

Contractor shall identify separate costs for general maintenance service and, when applicable, degreasing and web cleaning. All invoices shall reference the contract number.

PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or performance of the services to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State, after award of the contract, which requires payment within a shorter period.

The tax clearance submitted with your invoice for final payment now requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

INSPECTION

The State reserves the right to inspect the Contractor's performance during the progress of the work and until final completion to ensure compliance to the General Terms and Conditions, Specifications, and Special Provisions of this contract. The Officer-in-Charge shall conduct periodic inspections and may require the presence of the Contractor. In such event, the Officer-in-Charge will make arrangement with the Contractor for this toured inspection.

RE-EXECUTION OF WORK

The Contractor shall re-execute any work that fails to conform to the requirements of the contract that appears during the course of the work and shall immediately remedy any defects due to faulty workmanship by the Contractor.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General terms and Conditions. Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) for each and every calendar day the Contractor delays in the completion of any item of his contract after the required date of said completion.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the contracting officer.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements these Special Provisions, the Specifications, and the General Terms and Conditions herein, in addition to the recourse-stated in Section 6.11 and 6.17 of the General Terms and Conditions, the State reserves the right to

RIGHTS AND REMEDIES FOR DEFAULT (continued)

purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

CLEANING AND MAINTENANCE OF
PARKING FACILITIES ON OAHU
IFB-97-213-0

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	
Fax No.: _____	_____ Exact Legal Name of Offeror
Payment address, if other than street address at right:	_____ Authorized Signature (Original)
_____	_____ Title

Hawaii General Excise Tax Lic. I.D. No.: _____	_____ Street Address
Social Sec. or Federal I.D. No.: _____	_____ City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint
Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

